CONTRACT #17 RFS # N/A UT # 99011

University of Tennessee Health Science Center

VENDOR: University Health Systems



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 15, 2008

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057 RECEIVED

APR 1 5 2008

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the National Surgical Adjuvant Breast and Bowel Project (NSABP) study.

The NSABP is a breast and bowel cancer research project. The University Health Systems (formerly the UT Medical Center in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The current contract, which expires on June 30, 2008, was approved by the committee on April 23, 2007. The attached amendment continues the clinical trial period for one additional year through June 30, 2009 with no change in the current maximum contract liability of \$345,000.

If you have questions or need additional information, please let me know.

Respectfully,

Cyluis Channow Mario

Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen Mr. Anthony Ferrara Mr. Anthony Haynes Dr. Pat Wall

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THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date
UT System Office Approval	Date

	EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.						
	EACH R	EQUEST ITEM BELOW MUST	BE DETAILED OR ADDRESSED AS I	REQUIRED.			
1)	UT Tracking Number:	103728					
2)	Campus/Institute Name:	UT Health Science Cente	er .				
	EXISTING CONTRACT INFORMATION						
3)	Short Description:		99011 for National Surgical Adjuvar conduct STAR clinical trial.	at Breast and Bowel Projects (NSABP)			
4)	Proposed Vendor: Name: University Health Systems-NSABP						
	Vendor Number: 1013888						
	Vendor ID: 31-1626179						
5)	Contract # 99011/98886/95902						
6)	S) Contract Start Date: 06/01/03						
7)	Current Contract End Date IF all Options to Extend the Contract are Exercised: 06/30/08						
8)	Current Total Maximum Cost IF all Options to Extend the Contract are Exercised: \$345,000						
	PROPOSED AMENDMENT INFORMATION						
9)) Proposed Amendment # 3						
10)	0) Proposed Amendment Effective Date: 07/01/08						
11)	Proposed Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised: 06/30/09						
12)	2) Proposed Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised: \$345,000						
13)	Approval Criteria: use of Non-Competitive Negotiation is in the best interest of the university (select one)						
	only one uniquely qualified service provider able to provide the service						
14)	4) Description of the Proposed Amendment Effects & Any Additional Service						

Amend/extend contract for National Surgical Adjuvant Breast & Bowel Project to provide services trials. Principal Investigaor is Daniel Green, M.D. This amendment will extend the contract time per change in maximum liability of \$345,000.00.	to conduct STAR clinical priod for one year with no
15) Explanation of Need for the Proposed Amendment:	
To continue patient services (followup, recordkeeping, enrollment, recruitment) for oncology patient Adjuvant Breast & Bowel Project trial.	nts in the National Surgical
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed or institution)	ontractor is a state education
University Health Systems	
Cancer Institute	
1934 Alcoa Hwy., Suite 473	
Knoxville, TN 37920	
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)	
18) Documentation of Department of Personnel Endorsement: N/A (required <u>only</u> if the subject service involves training for state employees)	
 Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services) 	
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alte	ernatives :
UHS and UT have an affiliate agreement and are located at the same facility. Must continue patient contin	uity.
21) Justification for the Proposed Non-Competitive Amendment :	
University Health Systems (UHS) maintains a fully staffed oncology clinical trails department with the staff clinical trials for cancer patients seen by UT faculty members including the Principal Inverstigator (PI), Dan that perform these studies are employed by UT and UHS. This contract is for services rendered for participal Surgical Adjuvant Breast and Bowel Project research of breast and bowel cancer. This is an ongoing open UT Medical Center in Knoxville (UTMCK). This PI is a UT faculty member and has patients under the primut UTMCK through UHS. In this research collaboration, it is essential that continuity of services including patient tracking be maintained.	iel Green, M.D. The staff pation in the National nended study conducted at ary clinical affiliation with
APPROVALS:	
Department Head or Designee	Date
Campus/Unit Purchasing Officer or Designee	Date
Chancellor/Chief Business Officer or Designee	Date
Additional Approval for Non-Delegated Contracts	

Vice President or their Designee	Date
Additional Approval for Fiscal Review Contracts	
Vice Precident for Strategic Planning and Operations	Date

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

University Health Syster	ms	(hereinafter Contractor), which Contract was signed by the
University on	11/2003	
This Contract	amendment consists of this c	over page, the University's Standard Terms and Conditions and
	additional pages.	
By mutual agr	eement, the University and th	e Contractor agree to the following amendment:
Bowel (NSABP) clinical t	0363/95902/98886/99011 to exte trials with Daniel Green, M.D. 5-30-09 with no changes to maxin	end services to perform the National Surgical Adjuvant Breast and num cost of \$345,000
Maximum total liability: \$	\$345,000	
Ali ada an ta ana		
Air other terms	remain unchanged.	
n witness of their acce outhorized representat	eptance of the terms of this ag	reement, the parties have had this Contract executed by their duly
OR CONTRACTOR:		
	i	FOR UNIVERSITY:
Pense	Haul	Department of Medicine
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enee R. Hawk, MPH	Haul	Department of Medicine Department Name R10520908
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enee R. Hawk, MPH Printed Name Cancer Services itle niversity of Tennessee M ddress 34 Alcoa Hwy, Suite 473		Department of Medicine Department Name R105209081 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name APR 0 4 2008 Authorizes Official Signature
enee R. Hawk, MPH Printed Name Cancer Services itle niversity of Tennessee M ddress 34 Alcoa Hwy, Suite 473		Department of Medicine Department Name R105209081 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name APR 0 4 2008 Authorized Official Signature Anthony A. Ferrare
ence R. Hawk, MPH rinted Name Cancer Services title diversity of Tennessee M ddress A Alcoa Hwy, Suite 473 oxville, TN 37920		Department of Medicine Department Name R105209081 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name APR 0 4 2008 Authorizes Official Signature
enee R. Hawk, MPH Printed Name Cancer Services itle niversity of Tennessee M ddress 34 Alcoa Hwy, Suite 473 noxville, TN 37920 5-305-8767		Department Name R105209081 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name APR 0 4 2008 Authorized Official Signature Anthony A. Ferrare Authorized Chancellor Authorized
Signature Signature Signature Senee R. Hawk, MPH Orinted Name Cancer Services Sittle S		Department of Medicine Department Name R105209081 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name APR 0 4 2008 Authorized Official Signature Anthony A. Ferrare

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or Institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University,
- b. Any relatives of the Contractor's partners or employees who work for the University.
- Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University
 as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Donna Rowland David Shepard

Curry Todd

Curtiss Johnson Gerald McCormick

Mary Pruitt

Curt Cobb

Eddie Yoklay Craig Fitzhugh, ex officio Speaker Jimmy Naifeh, ex officio

Sen. Douglas Henry, Vice-Chairman

Senators

Doug Jackson Bill Ketron

Reginald Tate Jamie Woodson

Paul Stanley

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

MEMORANDUM

TO:

Dr. John D. Petersen, President

University of Tennessee

FROM:

Charles Curtiss, Chairman, Fiscal Review Committee

Bill Ketron, Chairman, Contract Services Subcommittee

DATE:

April 24, 2007

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meeting 4/23/07)

RFS# N/A

Department:

University of Tennessee/Health Science Center

Contractor:

University Health Systems (UHS)

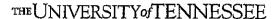
Summary: Amendment to extend for 13 months, from June 1, 2007, through June 30, 2008, existing contract to provide patient services (follow-up, recordkeeping, enrollment, recruitment) for oncology patients participating in the National Surgical Adjuvant Breast and Bowel Project (NSABP) study.

Maximum liability: \$245,000

Maximum liability w/amendment: \$345,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sylvia Davis, Vice President for Administration and Finance





Vice President for Administration and Finance

711 Andy Holt Tower Knoxville, TN 37996-0174 Phone: (865) 974-2243 Fax: (865) 974-1324

April 2, 2007

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the National Surgical Adjuvant Breast and Bowel Project (NSABP) study.

The NSABP is a breast and bowel cancer research project. The University Health Systems (formerly the UT Hospital in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The effective date of the original contract is June 1, 2003 through May 31, 2007. The proposed amendment extends the contract through June 30, 2008. The maximum liability, as a result of the proposed amendment, increases from \$245,000 to \$345,000.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Vice President for Administration and Finance

c: Dr. John D. Petersen

Sylvie Strannow Land

Mr. Anthony Ferrara

Mr. Anthony Haynes

Dr. William Owen

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REQUEST: NON-COMPETITIVE AMENDMENT

University of Tennessee System Office Approval	APPROVED	
	University of	Tonnessee System Office Annroyal
Date:	OHIVE STRY OF	ettilegace platetti Ottoe Whitosa

	EACH R	REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS I	REQUIRED.			
1)	UT Tracking Number 99011					
2)	Campus/Institute Name: University of Tennessee Health Science Center					
		EXISTING CONTRACT INFORMATON				
3)	Short Description: Patient services for National Surgical Adjuvant Breast and Bowel Project (NSABP) study					
4)	Proposed Vendor: University Health Systems (UHS)					
5)	99011 99011					
6)	6) Contract Start Date: June 1, 2003					
7)	7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised : May 31, 2007					
8)	3) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised : \$245,000					
	PROPOSED AMENDMENT INFORMATON					
9)	B) Proposed Amendment #					
10)	10) Proposed Amendment Effective Date: June 1, 2007					
11)	11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 2008					
12)	2) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$345,000					
13)	Approval Criteria :					
	only one uniquely qualified service provider able to provide the service					
14)	Description of the Propose	ed Amendment Effects & Any Additional Service :				

The proposed amendment extends the time period for patient services provided as part of the clinical trial.
15) Explanation of Need for the Proposed Amendment :
To continue patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients in the National Surgical Adjuvant Breast and Bowel Project trial.
16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)
University Health Systems, Cancer Institute, 1934 Alcoa Highway, Suite 473, Knoxville, TN 37920
17) Documentation of Office for Information Resources Endorsement : N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement : N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement : N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
The Principal Investigator for this project, Daniel Green MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
21) Justification for the Proposed Non-Competitive Amendment :
UHS maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This contract acquires the services needed to participate in the NSABP. The Principal Investigator for this project, Daniel Green MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
DEPARTMENT HEAD: DATE:
BUDGET ENTITY HEAD: DATE:
WATE:
SYSTEM APPROVAL: DATE:

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

Universi	ity Health Systems	en the University of Tennessee (hereinafter University and
		(hereinafter Contractor), which Contract was signed by the
University on	11/03	•
This Contract	Smendment consists of this	About and the last of the last
1		cover page, the University's Standard Terms and Conditions and
	additional pages.	•
Pit Warmani man	resiment de la l	•
	eement, the University and	the Contractor agree to the following amendment:
		tient services (record keeping, follow-up, recruitment, enrolliment) for the all and to increase amount by \$100,000.
New contract period 06/	01/07 - 06/30/08.	
New contract meximum	liability amount \$345,000	
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	remain unchanged.	
	ptance of the terms of this ag ves.	greement, the parties have had this Contract executed by their dul
OR CONTRACTOR:		FOR UNIVERSITY:
A CONTRACTOR		
ignature		
anee R. Hawk, MPH		Department Name
rinted Name		
Cancer Institute Cancer	Santinoc	Responsible Account (If applicable)
ítle	00111038	
niversity Health Systems		Administrative Signature (optional)
ddrees		<u> </u>
34 Alcoa Highway, Suite	A79	Administrative Printed Name
The agree of the state of	77.0	- Warner
oxville, TN 37920		Authorized OROM Signature
111, 07320		Vice Chancellor
5-544-8787	,	Authorized Official Name (printed)
elephone Number		3.21.07
1626179		Date
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N or Fed. ID Number		

STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- A. Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Iennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.